

DATED

18th May

2018

Applicant: Prospect Estates Ltd, Prospect Court, 2 Courthouse Street, Otley, Leeds
LS21 1AQ

Chargee: Svenska Handelsbanken AB (publ)

Local Authority: The Council of the District of Kirklees of the Town Hall, Market
Street, Huddersfield, HD1 2YZ

LEGAL AGREEMENT

pursuant to section 106

of the Town and Country Planning Act 1990 (as amended)

relating to the proposed development of land at

Washpit Mills, Choppards Lane, Holmfirth, HD9 2RD

THIS AGREEMENT is made the 18th day of
BY: -

May

2018

PROSPECT ESTATES LTD of Prospect Court, 2 Courthouse Street, Otley, Leeds,
LS21 1AQ ("The Applicant");

and

SVENSKA HANDELSBANKEN AB (PUBL) (incorporated in Sweden) (UK Company
Registration Number FC014392) of Leeds Wellington Street Branch 9th Floor 114
Wellington Street Leeds LS1 1BA ("The Chargee")

IS GIVEN TO:-

THE COUNCIL OF THE DISTRICT OF KIRKLEES of the Town Hall, Market Street,
Huddersfield, HD1 2YZ ("The Council")

WHEREAS:

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Land is situated and by whom the obligations contained in this Deed are enforceable.
- (B) The Applicant is registered at the Land Registry as proprietor of the Land with title absolute Title Numbers WYK525815 and WYK443818.
- (C) The Chargee is mortgagee of the Land subject to a legal charge dated 30 June 2017.
- (D) The Applicant has submitted a Planning Application to the Council for permission under the Act to carry out Development on the Land comprising of the part demolition of existing mills and erection of 49 dwellings, conversion of existing mill to form private gymnasium; re-use of existing mill buildings and alterations to form workshop, car storage, and associated ancillary facilities including café, shop and office space, retention of existing storage building and formation of car park.

- (E) The Applicant by entering into this Deed do so to create planning obligations pursuant to Section 106 of the Act and to be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained on the terms of this Deed.
- (F) The Land is charged to the Chargee and the Chargee has agreed to join in this Agreement in the manner hereinafter provided.

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words and expressions shall where the context so requires or admits have the following meanings: -

"Act" means the Town and Country Planning Act 1990 (as amended);

"Block L" that part of the Development shown edged blue on the Plan 1 annexed hereto;

"Commencement of Development" means the date upon which the Development shall commence by the carrying out on the Land pursuant to the Planning Permission of a material operation as specified in Section 56(4) of the Act **save that** the term "*material operation*" shall not include operations in connection with any work of or associated with demolition site clearance remediation works environmental investigation site and soil surveys erection of contractors work compound erection of site office or erection of fencing to site boundary and reference to **"Commence Development"** shall be construed accordingly;

“Development”	means the development to be carried out on the Land pursuant to the Planning Permission;
“Dwelling”	any dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission;
“Plan 1”	means the plan labelled 3068 (SK) 1005 attached hereto
“Plan 2”	means the plan labelled 3068 (SK) 1004 attached hereto
“Plan 3”	means the plan labelled 3068 (SK) 1006 Rev A attached hereto
“Education Contribution”	means the sum of £ £51,417.00 as a contribution towards additional school places generated by the Development at Holmfirth Junior, Infant and Nursery School and Holmfirth High School.
“the Inspection Fee”	means the sum of £1000.00 (One Thousand Pounds) for the inspection and certification by the Council of the Public Open Space.
“Planning Application”	means the application for planning permission submitted to the Council on 20 December 2017 under reference number 2017/94336.
“Planning Permission”	means the planning permission to be issued pursuant to the Planning Application.

“Public Open Space”	means the land to be provided as Public Open Space shown shaded red on Plan 2 annexed hereto
“Watercourse and Pond”	means the land whereon is situated the culverted watercourse and millpond shown edged blue and shaded blue on Plan 3 annexed hereto.
“Management Company”	means a management company to be approved by the Council pursuant to the provisions of this Deed for the purposes of managing and maintaining the Public Open Space in accordance with the Management Plan.
“Land”	means the land known as Washpit Mills, Choppards Lane, Holmfirth registered at Land Registry with freehold title absolute under title numbers WYK525815 and WYK483818 on which the Development is to be carried out as shown edged red on Plan 1 annexed hereto.
“Occupation”	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out, decoration, occupation for marketing or display or occupation in relation to security operations, and “occupied” shall be construed accordingly.
“Highway Contribution”	means the sum of £10,000 as a contribution towards highway and/or pedestrian

infrastructure improvements in the vicinity of the Land.

2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successor to its statutory functions.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act and all other powers so enabling.
- 3.2 The covenants, restrictions and requirements on the part of the Applicant under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Applicant and any person deriving title under him.

4 CONDITIONALITY

4.1 The planning obligations contained in this Deed shall not become effective until the following conditions are satisfied: -

4.1.1 the Planning Permission has been granted; and

4.1.2 unless otherwise stated the Commencement of Development.

5 THE APPLICANT'S OBLIGATIONS

5.1 The Applicant covenants with the Council so as to bind the Land to perform and observe the obligations specified in the Schedule.

6. MISCELLANEOUS

6.1 This Deed does not nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999.

6.2 This Deed shall be registrable as a local land charge by the Council.

6.3 Following the performance and satisfaction of all the planning obligations contained in this Deed the Council shall following receipt of a written request forthwith effect the cancellation of all related entries in the Register of Local Land Charges in respect of this Deed.

6.4 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Applicant) it is modified by any statutory procedure or expires prior to the Commencement of Development.

6.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

6.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land or the part of the Land to which the breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

6.7 The covenants contained in this Deed shall not be enforceable against a statutory undertaker holding an interest in the Land for the purposes of his or its undertaking.

- 6.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 6.9 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 6.10 Any notice agreement consent acknowledgment or approval required to be given under this Deed shall not be unreasonably withheld or delayed and shall be in writing and shall be delivered personally or sent by pre-paid first class recorded delivery post or facsimile transmission.
- 6.11 The address for service of any such notice consent acknowledgment or approval as aforesaid shall: -
- 6.11.1 in the case of service upon the Council be at its address aforesaid or such other address for service as shall have been previously notified by the Council; and
- 6.11.2 in the case of service upon the Applicant, be the address stated or such other address for service as shall have been previously notified by the Applicant to the Council.
- 6.12 The obligations contained in this Deed shall not be binding nor enforceable against any individual owner, tenant or occupier of any individual Dwelling and their successors in title and their mortgagee (or any receiver appointed by such mortgagee) PROVIDED THAT this sub-clause shall not apply in relation to any person who owns, leases or occupies more than one Dwelling within the Development.
- 6.13 The Chargee acknowledges and declares that this Agreement has been entered into by the Applicant with their consent and that subject to as herein provided the Land shall be bound by the obligations contained in this Agreement and that the securing of the charge over the Land shall take effect subject to this Agreement provided that the Chargee shall otherwise have no liability under this Agreement unless it takes possession of the Land or part thereof in which case it will be bound by the obligations as if it were a person deriving title from the Applicant.

7 DISPUTE RESOLUTION

- 7.1 Any dispute under or arising out of the operation of this Agreement may be referred to a single arbitrator if all parties to the dispute shall agree such arbitrator or in default of agreement to be nominated (upon the application of any party to the dispute) by the President for the time being of the Law Society in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

8 CHANGE IN OWNERSHIP

- 8.1 The Applicant agrees to give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan.

9 JURISDICTION

- 9.1 This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

In witness whereof this Deed have been executed on the day and year first before written.

SCHEDULE
(Applicant's Covenants)

The Applicant covenants with the Council as follows: -

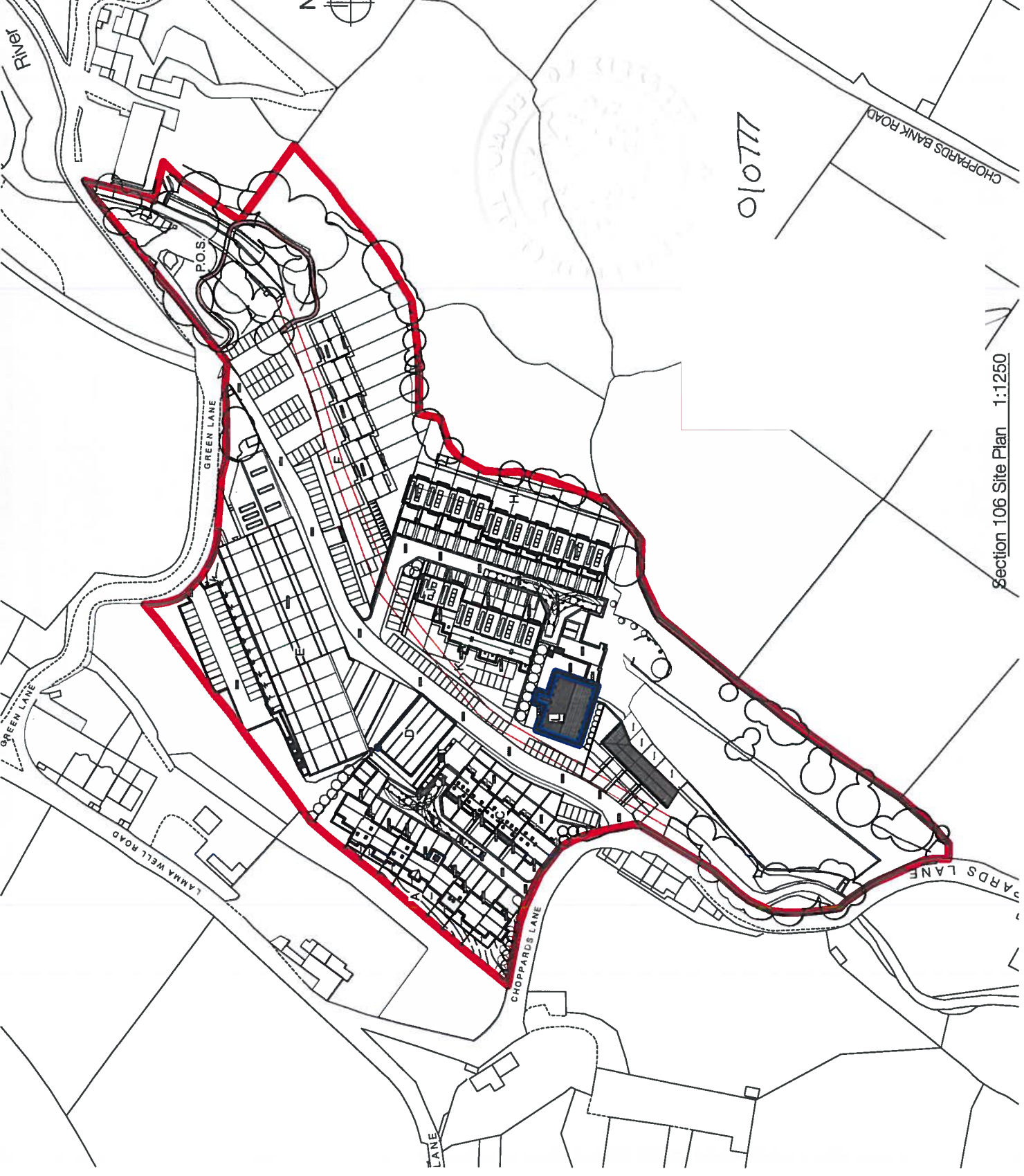
1. To notify the Council in writing twenty eight Working Days prior to the Commencement of Development.
2. To pay the Highway Contribution and the Inspection Fee prior to Occupation of any Dwelling and to pay the Education Contribution prior to Occupation of the 20th dwelling.
3. To submit the Management Plan for the Council's written approval with regard to the provision and management of Public Open Space, and the maintenance and management arrangements for the Watercourse and Pond and all other surface water drainage infrastructure within the Development prior to Occupation of any Dwelling and will not permit Occupation until the Council's written approval. The Public Open Space, the Watercourse and Pond and other surface water drainage infrastructure shall thereafter be provided and maintained in accordance with the Management Plan.
4. Not permit Occupation of any Dwelling until details of the Management Company have been submitted to and been approved by the Council. The details will include provision of evidence that the Management Company has entered into a contract to manage and maintain the Public Open Space, the Watercourse and Pond in accordance with the Management Plan.
5. Following transfer of the Public Open Space to the Management Company it shall maintain the Public Open Space in accordance with the Management Plan and the rules of good horticulture and husbandry keeping it properly inspected and maintained.
6. Responsibility for the maintenance of the Public Open Space, Watercourse and Pond and other surface water drainage infrastructure shall not at any time be transferred to an alternative management company unless the Council has been given a minimum of 28 days written notice that such a transfer is to take place and has issued its approval thereto.
7. Not to use Block L other than as a gymnasium without the further approval of the Council.

Notes

Do not scale from drawing, use figured dimensions only.
 All dimensions must be checked and verified on site prior to construction.
 If any error is found, it is the responsibility of the client.
 This drawing is intended to permit overall scheme proposals only and is not
 to be used for construction purposes without further information.

Rev	Drawn	Checked	Date

Plan 1



106 Site	Washpit Mills, Horniford, HD8 2RD.
Client	Prospect Estates
Status	Company
Planning	AD
Drawing	Scale @ A3
Section 106 Site Plan	1:1250
Date	Drawn
Apr 2018	Checked
Drawing No.	M/JN
3068 (SQ 1005)	Revision

ONE17

ARCHITECTS & INTERIOR DESIGNERS

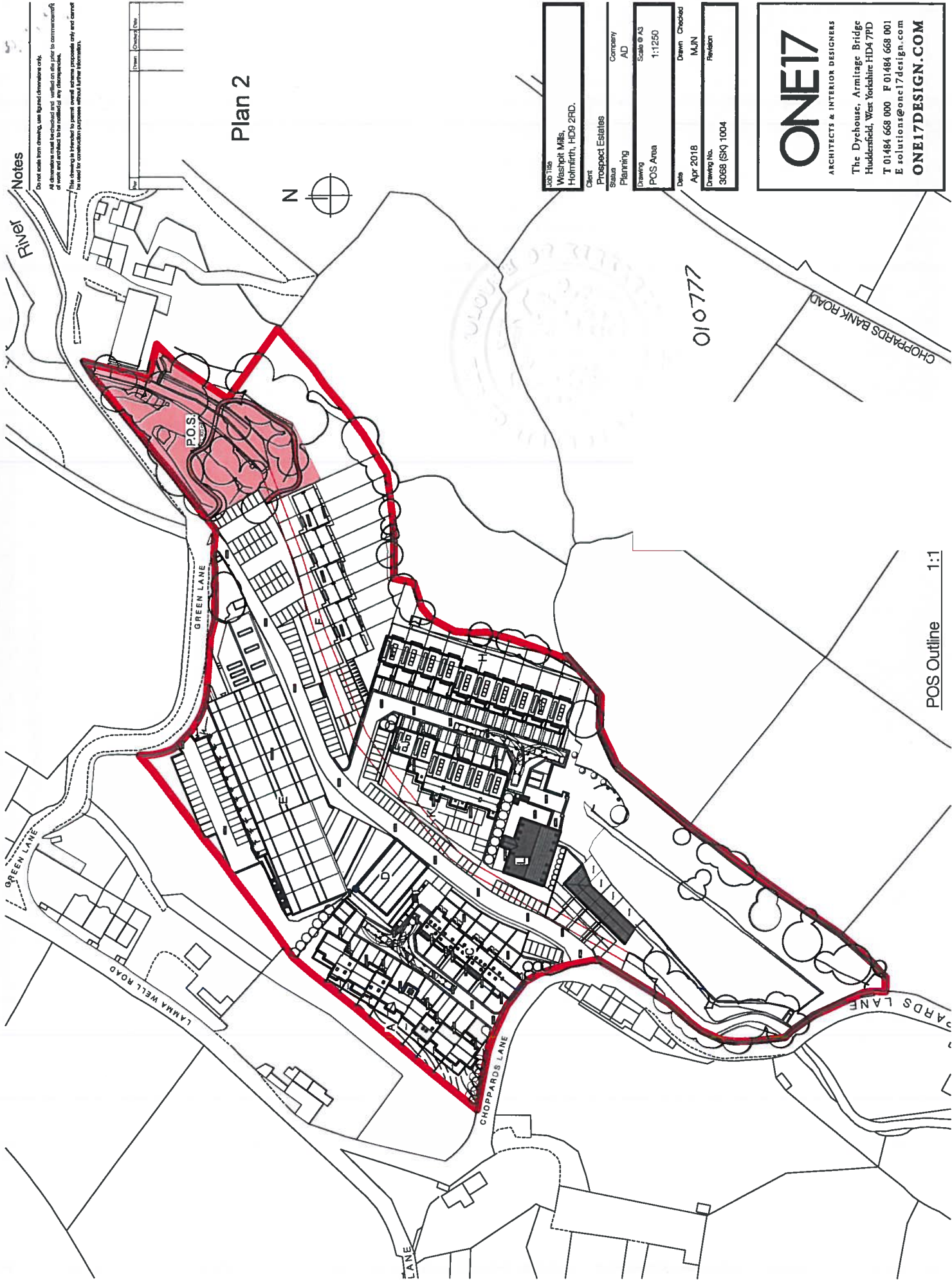
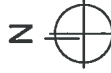
The Dyehouse, Armitage Bridge
 Huddersfield, West Yorkshire HD4 7PD
 T 01484 668 000 F 01484 668 001
 E solutions@one17design.com
ONE17DESIGN.COM

Section 106 Site Plan 1:1250

Notes

Do not scale from drawing, use figured dimensions only.
 All dimensions must be checked and verified on site prior to construction.
 All work and materials to be installed in accordance with the specifications.
 This drawing is intended to provide overall scheme proposals only and cannot be used for construction purposes without further information.

Plan 2



Job Title	Washpit Mills, Huddersfield, HD8 2RD.
Client	Prospect Estates
Status	AD
Planning	AD
Scale @ A3	1:1250
Drawn	Checked
Date	Apr 2018
Drawing No.	3068 (SK) 1004
Revision	

ONE17

ARCHITECTS & INTERIOR DESIGNERS

The Dyehouse, Armitage Bridge
 Huddersfield, West Yorkshire HD4 7PD
 T 01484 668 000 F 01484 668 001
 E solutions@one17design.com
ONE17DESIGN.COM

POS Outline 1:1

Notes

Do not scale from drawing, use figured dimensions only.
 All dimensions must be checked and verified on site prior to construction.
 All work and materials to be installed in accordance with the relevant standards.
 This drawing is intended to provide overall scheme proposals only and does not
 constitute a contract for construction purposes without further information.

Rev	Description	Checked	Date
1			

Plan 3



Key



Hatch denotes culvert
under site

Client
 Prospect Estates
 Washpit Mills,
 Holmfield, HD8 2PD.

Status
 Planning
 AD

Drawing
 Maintenance Management Plan 1:1250
 Scale @ A3

Date
 Apr 2018
 Drawn
 M/JN
 Checked
 A

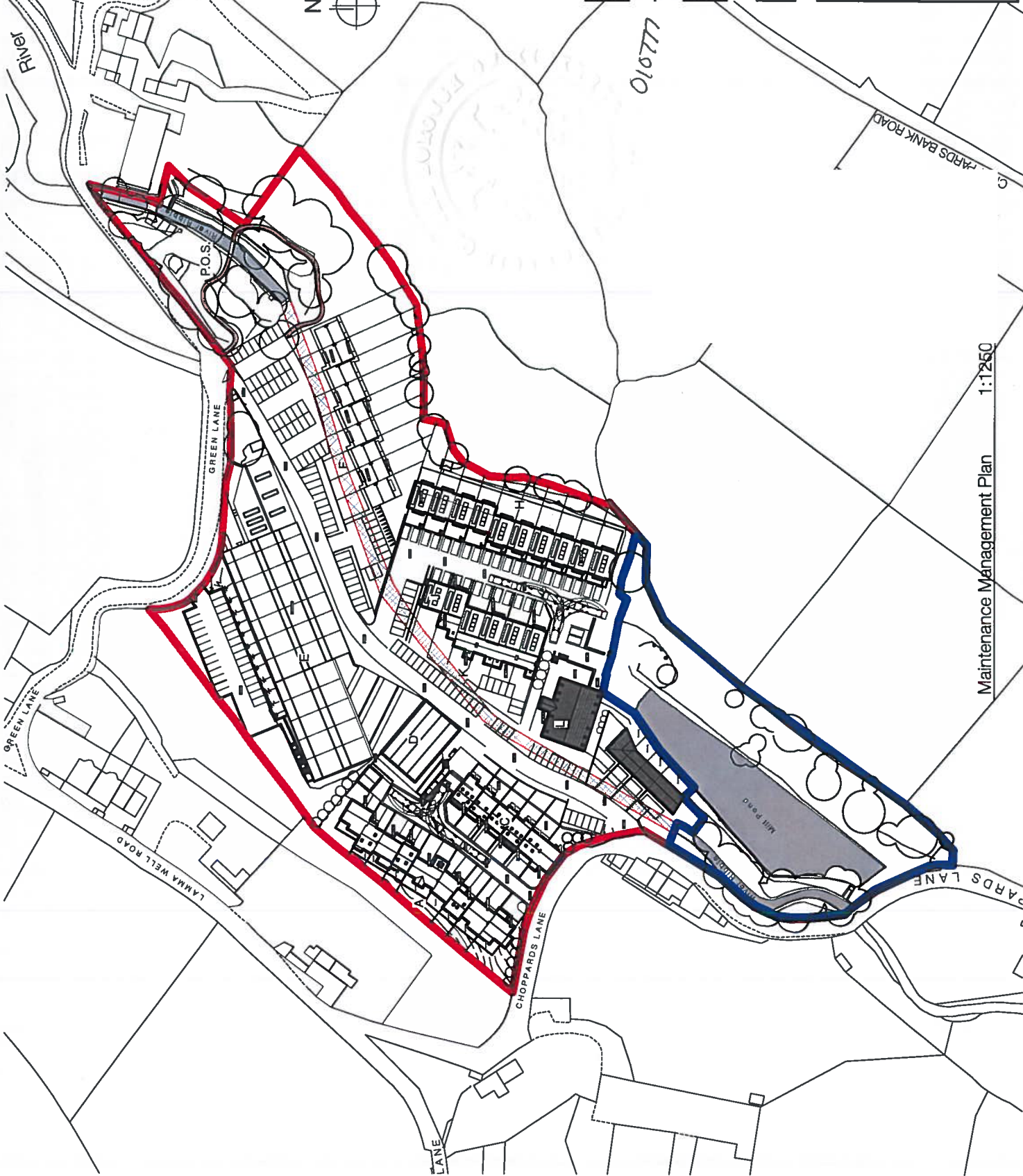
Revision
 3068 (SQ) 1006
 A

ONE17

ARCHITECTS & INTERIOR DESIGNERS

The Dychehouse, Armitage Bridge
Huddersfield, West Yorkshire HD4 7PD
T 01484 668 000 F 01484 668 001
E solutions@one17design.com

ONE17DESIGN.COM



Maintenance Management Plan 1:1250

EXECUTED as a DEED

by **PROSPECT ESTATES LIMITED**, _____

acting by a director in the presence of a witness

Signature:.....

Name (Block Capitals):..... JOHN E CONN

Signature of Witness:.....

Witness Name (Block Capitals):..... JOHN J. EMMAN

Witness Address:..... Regent House 5 Queen St

..... Lincs LS1 2TU

^{At}
EXECUTED as a DEED

by **SVENSKA HANDELSBANKEN AB (PUBL)**

Authorised Signatory:.....

Name (Block Capitals):.....

Authorised Signatory:.....

Name (Block Capitals):.....

THE CORPORATE COMMON SEAL of)
THE COUNCIL OF THE BOROUGH)
OF KIRKLEES was hereunto affixed)
but not delivered until the date hereof)
In the presence of:-)



010717

Director-Legal Governance and Monitoring /Authorised Signatory